



The following By-laws are excerpted from the By-laws of The Catholic Cemeteries of the Diocese of Hamilton, approved October 5, 2012, relating to operations of Holy Cross Catholic Cremation Centre.

9. Crematorium

1. No cremation shall be performed unless proper documentation and the related application forms are completed in their entirety and received by the Owner. The documentation required is as follows:
 - i. An Application for Cremation on the Owner's standard form signed by the lawfully appointed Applicant;
 - ii. A contract;
 - iii. A completed and signed Coroner's Cremation Certificate (if required); and
 - iv. A burial permit (except where one is not required under the Act).
2. Human remains only will be accepted for cremation. Further, no extraordinary objects may be placed into the casket or cremation container. The Owner's decision with respect to what objects may be placed into the casket or cremation container shall be final and determinative.
3. All remains shall be enclosed in a casket or suitable cremation container and remains will be cremated in such casket or cremation container. The casket or cremation container must be constructed of wood or other readily combustible material. Without limiting its right to refuse to cremate without assigning reasons, the Owner will not cremate caskets or containers made in whole or in part of asbestos, non-flammable material, hazardous material, fiberglass, chlorinated plastic, steel or any substance which may impair or cause damage to the cremation chamber or cause difficulty in the cremation process. Prior to cremation, casket handles and other exterior fittings may be removed by the Owner and recycled.
4. A heart pacemaker, radioactive implant or any implanted mechanical life sustaining device must be removed by the funeral director or transfer service prior to delivery of the remains to the Crematorium. As these devices may cause harm to the cremation equipment and/or employees, the Applicant will be liable for, and will indemnify the Owner in respect to the damage caused to the Crematorium or cremation equipment or any injury caused to the Owner's employees or agents in the event that such a device is not removed.
5. No casket or cremation container shall be opened within the Crematorium without the express permission of the Owner and in the presence of a designated employee of the Owner.
6. The Owner's Crematorium procedures ensure proper identification while the deceased are in the custody of the Owner and throughout the cremation process. A heat resistant customized identification disc shall be placed with the remains through the cremation procedure and at the conclusion the disc shall be placed with the cremated remains into the primary urn or container.
7. Due to the nature of the cremation process, no jewellery or other personal property or material will be recoverable after cremation and such property or material should be removed by the Applicant before the casket or cremation container is transferred to the Crematorium. Any personal property or material left in the casket or cremation container on transfer to the Crematorium shall be at the sole risk of the Applicant and the Owner shall not be responsible for the loss, damage or destruction of same.
8. Cremation shall take place as soon as the Owner's schedule allow(s) but not sooner than permitted by any applicable statute, regulation or policy.
9. Reasonable prior notice is required for all service requests. Normally, notice will be eight (8) working hours prior to the time fixed for the requested service.
10. In the event the Applicant and/or family members of the deceased wish to witness the start of the cremation process, the following shall apply:
 - i. Notice must be given to the Owner a minimum of eight (8) working hours prior to the start of proceedings to ensure the availability of the cremation chamber.
 - ii. The Owner deserves the right to limit the number of witnesses.
 - iii. All proceedings within the Crematorium shall be under the sole direction of the Owner and subject to the Owner's established policies and procedures as they may from time to time be amended.

- iv. The initial engaging of the Crematorium mechanical equipment will signify the conclusion of the witnessing ceremony and the viewing room shall be vacated promptly thereafter.
11. Flowers shall be delivered at the Crematorium in sufficient time to permit arrangements before the funeral procession arrives. A maximum of four (4) floral arrangements will be permitted inside the Crematorium for each committal service. The remaining pieces may be displayed in an area designated by the Owner. All floral pieces will be removed by the Owner by 3:00 pm on the day of the funeral.
12. If any Applicant proposes that the committal service include any distinct ritual requiring a small symbolic fire or the lighting of incense, such Applicant must first notify the Owner and obtain the Owner's prior approval and in addition any burning materials must be safely contained within a fireproof metal earthenware vessel to be supplied by the Owner.
13. The Owner will not cremate the remains of more than one person at a time.
14. All cremated remains shall be placed in a sealed container, provided without additional charge by the Owner, or in such other container as is provided or purchased by the Applicant or the family of the deceased. In the event that any such container supplied will not hold all the cremated remains, an additional temporary plastic container will be supplied by the Owner when requested by the Applicant.
15. The Owner will hold and keep safe all cremated remains, to allow the Applicant a reasonable period of time to make contact with the Owner and to review the personalized options and memorialization available for the cremated remains. Where instructions for disposition of the cremated remains have not been given by the Applicant to the Owner within one (1) year following cremation, the cremated remains may be interred by the Owner in its absolute discretion in a common grave and an invoice will be forwarded to the Applicant(s) for the then prevailing charge.
16. Prior to accepting custody of any casket or cremation container, the Owner shall in no event be liable for any delay in the cremation and, in addition after accepting custody, shall not be liable for any delay caused by circumstances beyond its reasonable control. In the event of circumstances beyond its control, the Owner reserves the right to secure the casket or container in a receiving area until cremation can be completed.
17. A schedule for fees shall be maintained by the Owner and made available at any office operated by The Catholic Cemeteries of the Diocese of Hamilton. Copies of the price list shall be available without charge, upon request. The Owner reserves the right to revise such fee schedule from time to time.